CONTRACT #2 RFS # 359.10-029

Department of Children's Services

VENDOR: Medifax-EDI, LLC



State of Tennessee Department of Children's Services Cordell Hull State Office Building, 7th Floor 436 Sixth Avenue North Nashville, Tennessee 37243-1290 Viola P. Miller, Commissioner

Memorandum

August 31, 2005

To: Leni Chick, Fiscal Analyst Fiscal Review Committee (FRC) 8th Floor, Rachel Jackson Building 320 Sixth Avenue North

From: Steven Barlar
Program Director
Department of Children's Services (DCS) Contracts
7th Floor, Cordell Hull Building
436 Sixth Avenue North

Regarding: Follow up Information requested from DCS regarding Amendment #3 to Contract FA-04-15755

Contract FA-04-15755 was initially procured through a Request for Proposal process in fiscal year 2003. Even though DCS received twelve letters of intent to propose, Medifax-EDI, LLC was the sole proposer out of seventeen potential vendors solicited for proposals.

This contract provides data clearinghouse services that ensure the privacy and confidentiality of information that is required pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 that are designed to improve the efficiency and effectiveness of the health care system. Such requirements include "Administrative Simplification" provisions that required Department of Health and Human Services (HHS) to adopt national standards for electronic health care transactions. Congress incorporated into HIPAA provisions mandates to adopt Federal privacy protections for individually identifiable health information. In order to comply with the HIPAA mandate DCS procured contracted services with a vendor that could process or facilitate the processing of nonstandard data elements of health information into standard data elements both outbound to our trading partners and inbound from our trading partners. Without the privacy protection made possible by the procurement of these services, DCS would continue to be at risk, due to instances where such privacy had been violated, of having sanctions and penalties imposed upon the State.

During the presentation of this amendment to the Contract Services Subcommittee on August 24, 2005, DCS was requested to provide clarification explaining why this item was not scheduled earlier as an item to be presented before the subcommittee.

The primary reason for this amendment being delayed in being scheduled for review by the subcommittee is due to a misunderstanding by DCS Contracts regarding procurements that met FRC review criteria. It had been DCS' understanding that if a competitively procured contract included term extension language that the amendment to that contract would not qualify as non-competitive in nature since the amendment had been anticipated. Consequently, Amendment #3, was forwarded to the F&A Office of Contracts Review as an amendment that did not require further approval. This contract was returned by the Office of the Comptroller due to a clause that was inserted regarding customized services. At the time the request was made to utilize such a clause, it was not perceived as referring to work that would be considered outside the scope of services for this contract. However, upon reaching the Comptroller's office and being reviewed there on July 13th, that is how the clause was perceived. Consequently, the amendment was returned as including a reference to new work that was outside the scope of services and therefore needing to go before the subcommittee for review.

Upon perceiving that this appeared to be the only reason that this amendment needed to go before the subcommittee, DCS staff revisited the matter of the customized services clause to determine if inclusion of a clause pertaining to new work would truly be necessary. This took some time as the inquiry was made of the DCS Office of Information; DCS Finance and Program Support, Receivables and the vendors Legal Counsel. This effort was undertaken in an attempt to expedite final execution of this amendment and to correct the document to clarify the matter of new work being anticipated. DCS procurement staff did receive feedback from all consulted that new work was not and should not be needed for the duration of this contract.

Consequently on August 22nd, a memorandum was sent to Director White requesting removal of the amendment from the subcommittee agenda. Upon receipt of our request, DCS was correctly informed that Amendment #3 still met the criteria for review by the subcommittee. DCS wishes to thank the subcommittee and FRC staff for their patience in this matter. Though the failure to be scheduled in a timely manner with the Contracts Review Subcommittee was an honest oversight, it is the intention of DCS to comply with the committee's requirements regarding State procurement practices including those items to be reviewed by the FRC and Contracts Review Subcommittee.

During the hearing of the 24th, inquiries were also made regarding whether this contract tracked those children being served by DCS and also what monies constituted the contribution of Federal funding to this contract. This contract with Medifax – EDI, LLC does not track the location of those children served by DCS. The TN KIDS information delivery system provides an array of functions, one being the capability to track the movement of our children through the service system. At that meeting the only specific dollar amount that we could provide was for the Federal, non-Medicaid funds. We can report at this time that total Federal Funding for the total term of this contract, including Amendment #3, is Five Hundred Ten Thousand, Six Hundred Thirty-five Dollars and eighteen cents, (\$510,635.18), or thirty-five point two nine percent (35.29%) of the maximum Liability (\$1,446,588.00) of this contract. This amount includes Federal Non-Medicaid funding of \$50,786.18 and Federal Medicaid funding of \$459,849.00.

Should other requests be made known to you before the meeting of the fourteenth, please let us know and DCS will respond accordingly.

Thanks



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North - 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Harry Brooks

Curt Cobb

Bill Dunn

Dennis Ferguson

Craig Fitzhugh, ex officio

Speaker Jimmy Naifeh, ex officio

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers Jim Bryson

David Fowler Steve Southerland

Steve Cohen

Douglas Henry, ex officio

Lt. Governor John S. Wilder, ex officio

MEMORANDUM

TO:

The Honorable Dave Goetz, Commissioner

Department of Finance and Administration

FROM:

Charles Curtiss, Chairman

Don McLeary, Vice-Chairman

DATE:

August 25, 2005

Mary Pruitt

Curry Todd

Donna Rowland

David Shepard

SUBJECT:

Contract Comments

(Contract Services Subcommittee Meeting 8/24/05)

RFS# 359.10-029

Department: Children's Services Contractor: Medifax-EDI, LLC

Summary: The current contractor provides for data clearinghouse services such as health care claims, payments and remittance advise, coordination of benefits, claim status and eligibility verification to ensure that DCS is compliant with the Health Insurance Portability and Accountability Act (HIPPA). This amendment provides for a one-year extension of the current contract through June 30, 2006 and increases the maximum liability by \$546,588.

Original maximum liability: \$900,000

Maximum liability with amendment: \$1,446,588

After review, the Fiscal Review Committee postponed its consideration of this amendment until the September 14, 2005 meeting.

cc:

Viola P. Miller, Commissioner, Department of Children's Services Mr. Robert Barlow, Director, Office of Contracts Review

RECEIVED



AUG 1 6 2005

FISCAL REVIEW

State of Tennessee
Department of Children's Services
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-3000
Viola P. Miller, Commissioner

August 16, 2005

To: Leni Chick Fiscal Analyst Fiscal Review Committee 8th Floor, Rachel Jackson Bidg.

From: Steven Barlar PB Program Director DCS Contracts Administration 7th Floor Cordell Hull Bldg

Re: Amendment #3 to Contract # FA-04-15755 between The Department of Children's Services and Medifax-EDI, LLC

The Department of Children's Services needs to finalize Amendment Three to Contract FA-04-15755. This contract was competitively procured through the Request for Proposal process, with RFP 359.10-034, for Data Clearinghouse Services being issued on September 10, 2003. These services ensure that DCS is compliant with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 that mandate the adoption of Federal privacy protections for individually identifiable health information.

Medifax,-EDI, LLC received the contract award and began providing services in November of 2003. The contract has a term extension clause in it for up to five years in one year increments that was utilized in fiscal year 2005. The need for these services is ongoing for DCS and this contractor has provided excellent services under this contract. Consequently, DCS is also requesting approval to continue this contractual relationship for fiscal year 2006.

Your assistance in this matter is greatly appreciated.

AMENDMENT THREE TO FA-04-15755-00 BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN'S SERVICES AND MEDIFAX-EDI, LLC

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the State, and Medifax-EDI, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section B.1. in its entirety and insert the following in its place:
 - B.1. <u>Contract Term</u>. This Contract shall be effective for the period commencing on November 17, 2003 and ending on June 30, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Delete Section C.1. in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Four Hundred Forty-six Thousand, Five Hundred, Eighty-eight dollars. (\$1,446,588.00). The maximum liability for fiscal year 2004 shall not exceed Three Hundred Fifty-three Thousand, Four Hundred Twelve dollars (\$353,412.00). The maximum liability for fiscal years 2005 and 2006 shall not exceed Five Hundred Forty-six Thousand, Five Hundred, Eighty-eight dollars (\$546,588.00) per fiscal year. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 3. Delete Section E.2. Communications and Contacts. in its entirety and insert the following in its place:
 - E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Ken Sanders, Executive Director
Finance and Program Support
Department of Children's Services
7th Floor, Cordell Hull Building
436 Sixth Avenue North

Nashville, Tennessee, 37243

Tel: 615-741-7263 Fax: 615-741-6177

The Contractor:
Judy Blade, Counsel
Medifax-EDI, LLC
1283 Murfreesboro Rd.
Nashville, TN, 37217-2421
Tel: 615-843-2500
Fax: 615-565-2024

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
MEDIFAX-EDI, LLC.:	
- I Dawnoontotivo	Date
Signature and Title of Authorized Representative	
N.	.
Printed Name of Authorized Representative	
DEPARTMENT OF CHILDREN'S SERVICES:	
	Date
Viola P. Miller, Commissioner	Date
	•
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	
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John G. Morgan, Comptroller of the Treasury	Date

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AMENDMENT TWO TO FA-04-15755-02 BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN'S SERVICES AND MEDIFAX, EDI, INC.

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the State, and Medifax, EDI, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Add the following as Section A.13. to Section A. <u>Scope of Services</u> and renumber any subsequent sections as necessary:
 - A.13. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.
- Add the following as C.3.a. to Section C.3. <u>Payment Methodology</u> and renumber any subsequent sections as necessary:
 - C.3.a. If the Contractor fails to comply with the provisions of Section A. 13. of the Scope of Services, the Contractor shall forfeit payment for those services.
- 3. Add the following as Section E.22. to Section E. <u>Special Terms And Conditions</u> and renumber any subsequent sections as necessary:
 - E.22. <u>Federal Employer Identification Number</u>. Effective December 22, 2003, the Federal Employer Identification Number of the Contractor shall be 200497265.
- 4. Add the following as Section E.23. to Section E. <u>Special Terms And Conditions</u> and renumber any subsequent sections as necessary:
 - E.23. Name Change. Effective December 22, 2003, all references to "Medifax, EDI, Inc." shall be deleted and replaced with "Medifax, EDI, LLC".

The other terms and conditions of this agreement not amended hereby shall remain in full force and effect.

	IN WITNESS WHEREOF:	
	MEDIFAX EDI, LLC:	7/13/04
	Signature and Title of Authorized Representative	pate
	CFORGE LAZENBY Printed Name of Authorized Representative	
	Printed Name of Authorized Representative	
		·
•	DEPARTMENT OF CHILDREN'S SERVICES:	
	Viola P. Willen / WM	-7-23-04
	Viola P. Miller, Commissioner	Date
	APPROVED:	
	DEPARTMENT OF FINANCE AND ADMINISTRATION:	
•	MN Note Olks	301 2 3 2004 (roc) 7/27/0
	M. D. Godiz, JL, Commissioner	Date
• ;		
	COMPTROLLER OF THE TREASURY:	
	John G. Morgan	7-28-04
• *	John G. Morgan, Comptroller of the Treasury	Date

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AMENDMENT ONE TO FA-04-15755 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES AND MEDIFAX EDI, INC.

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the State, and Medifax EDI, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section C.3. Payment Methodology in its entirety and insert the following in its place:
 - C.3. <u>Payment Methodology</u>. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

***Implementation Rates only apply to initial implementation costs and will not be applicable to future version changes of standard formats

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SERVICE TYPE/UNIT	Implementation Rate Per Type of Standard Format
Health care claims or equivalent encounter data (X12 837-P	\$59,000.00
(Professional)) Health care claims or equivalent encounter data (X12 837-I	\$500.00
(Institutional)) Health care claims or equivalent encounter data (X12 837 –D	\$500.00
(Dental)) Health care payments and remittance advice (X12 835)	\$64,000.00
Coordination of benefits (potentially multiple transactions, but primarily (X12 837)	\$500.00
Health care claim status inquiries (X12 276)	\$4,000.00
Health care claim status response (X12 277)	\$4,000.00
Health Plan enrollment and disenrollment (X12 834)	\$29,000.00
Eligibility verification inquiries (x12 270)	\$18,000.00
Eligibility verification response (x12 271)	\$67,500.00
Health insurance premium payments (X12 820)	\$500.00
Referral certification and authorizations (X12 278)	\$2,500.00
Health claims attachments (X12 277 Model 4020) & (X12 275 Model 4030)	\$500.00

Model 4030)	
National Council for Prescription Drug Programs (NCPDP)	\$500.00

***Implementation Rates only apply to initial implementation costs and will not be applicable to future version changes of standard formats

SERVICE TYPE/UNIT	Operational Transmission Rate Per Transaction
Health care claims or equivalent encounter data (X12 837- P	\$.30
(Professional)) Health care claims or equivalent encounter data (X12 837-1	\$.30
(Institutional)) Health care claims or equivalent encounter data (X12 837- D	\$.30
(Dental)) Health care payments and remittance advice (X12 835)	\$.12
Coordination of benefits (potentially multiple transactions, but primarily (X12 837)	\$.30
Health care claim status inquiries (X12 276)	\$.12
Health care claim status response (X12 277)	\$.12
Health Plan enrollment and disenrollment (X12 834)	\$.35
Eligibility verification inquiries (x12 270)	\$.20
Eligibility verification response (x12 271)	\$.20
Health insurance premium payments (X12 820)	\$.40
Referral certification and authorizations (X12 278)	\$.30
Health claims attachments (X12 277 Model 4020) & (X12 275 Model 4030)	\$1.00
National Council for Prescription Drug Programs (NCPDP)	\$.25

	SERVICE TYPE/UNIT	-	Rate per Trading Partner Agreement Completion
Exe	ecution of Trading Partner Agreement		\$495.00

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

In the event the Contractor is unable to complete any of the Service Unit Implementations due to the inability of the State to accept transactions, the Contractor shall be compensated at a percentage of completion, mutually agreed upon by the Contractor and DCS.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	•
ABU W. May VP-FINANCE	MARLH 122004
Signature and Title of Authorized Representative	Date
DEPARTMENT OF CHILDREN'S SERVICES:	
Viola P. Miller K	3-17.64 Date
Viola P. Miller, Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M.D. Goetz, Jr. Lyt	MAR 1 9 2004
M. D. Goetz, Jr., Commissioner	Date
vis.	
COMPTROLLER OF THE TREASURY:	3/22/04
John G. Morgan, Comptroller of the Treasury	Date

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35910	117	082	11			93.658	\$1,661.04
35910	117	082	11			93,659	\$318.07
35910	117	082	11			93.667	\$5,689.93
35810		· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·	Sub Total Federal	\$12,404.76
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				·			\$141;435.48
35910	117	082	11 .	` <u> </u>		Subtotal	\$141,435.4
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35910	117	082	11				\$199,571.7
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